

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF HINGHAM,
MASSACHUSETTS

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HINGHAM RENEWAL LICENSE

INTRODUCTION

WHEREAS, MediaOne of Massachusetts, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a Cable Television System in the Town of Hingham, Massachusetts (hereinafter the "Town"), said license having originally commenced on August 14, 1984;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated January 17, 1997 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated August 12, 1998;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in this Renewal License;

NOW THEREFORE, after due and full consideration, the Town and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(a) Access - The right or ability of any Hingham resident and/or any persons affiliated with a Hingham institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(b) Access Channel - A video channel which the Licensee shall make available to the Town of Hingham and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(c) Affiliate or Affiliated Person - A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

(d) Application - The renewal proposal submitted by MediaOne to the Issuing Authority of the Town of Hingham on August 12, 1998.

(e) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the public, educational and governmental ("PEG") access channels, in accordance with the Cable Act of 1992.

(f) Broadcast - Over-the-air transmission by a radio or television station.

(g) CMR - The acronym for Code of Massachusetts Regulations.

(h) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(i) Cable Advisory Committee - The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(j) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(k) Cable Programming Services - That service tier which includes all video programming services except the Basic Broadcast Service tier and pay and pay-per-view.

(l) Cable Service - The one-way transmission to Subscribers of Video Programming, or other Programming Services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

(m) Cable Television System or Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(n) Commercial Subscriber - A commercial, non-residential Subscriber to Cable Television Service.

(o) Converter - Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(p) Department of Public Works ("DPW") - The Department of Public Works of the Town of Hingham, Massachusetts.

(q) Downstream Channel - A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(r) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

(s) Effective Date - August 14, 1999.

(t) FCC - The Federal Communications Commission, or any successor agency.

(u) Franchise-Related Cost Settlement ("FRC Settlement") - The Franchise-Related Cost Settlement Agreement between MediaOne of Massachusetts, Inc. and a number of municipalities, which Agreement was accepted by the Cable Division, dated November 13, 1997.

(v) Gross Annual Revenues - Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation - the distribution of any Service over the Cable System; Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Internet services (provided that such services are deemed to be Cable Services); all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross

revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(w) Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(x) Hub or Hub Site - A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(y) Inflation - means the Consumer Price Index for all urban consumers in the Boston-Brockton-Nashua area calculated by the U.S. Department of Labor's Bureau of Labor Statistics, or if the Department of Labor should stop measuring inflation, by a mutually agreeable nationally recognized bureau.

(z) Issuing Authority - The Board of Selectmen of the Town of Hingham, Massachusetts, or its designee.

(aa) Leased Channel or Leased Access - A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(bb) Licensee - MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(cc) License Fee or Franchise Fee - The payments to be made by the Licensee to the Town of Hingham, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(dd) Local Origination Programming - Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.

(ee) Multichannel Video Programming Provider - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of Video Programming.

(ff) NCTA - The acronym for the National Cable Television Association.

(gg) NTSC - The acronym for National Television Systems Committee.

(hh) Node or Fiber Node - A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(ii) Origination Capability - An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(jj) Outlet - An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(kk) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(ll) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(mm) PEG - The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(nn) PEG Access Channels - Any channel(s) made available for the presentation of PEG Access Programming.

(oo) Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(pp) Prime Rate - The prime rate of interest as published in the Wall Street Journal.

(qq) Programming - Any video, audio, text or data coded signal carried over the Cable Television Subscriber System.

(rr) Public Way or Street - The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or

waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(ss) Renewal License - The license granted herein.

(tt) Scrambling/encoding - The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.

(uu) Service - Any Basic Broadcast Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(vv) Signal - Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(ww) Social Contract - The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358.

(xx) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Television System.

(yy) State - The Commonwealth of Massachusetts.

(zz) Subscriber - Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(aaa) Subscriber Network - The trunk and feeder signal distribution network over which Signals are transmitted to Subscribers.

(bbb) Town - The Town of Hingham, Massachusetts.

(ccc) Town Counsel - The Town Counsel of the Town of Hingham, Massachusetts.

(ddd) Trunk and Distribution System - That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(eee) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend.

(fff) User - A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(ggg) VCR - The acronym for video cassette recorder.

(hhh) Video Programming or Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast system.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Massachusetts, Inc., a Massachusetts Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Television System within the municipal limits of the Town of Hingham.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Commission and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Television System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of Signals in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the Town of Hingham.

(d) In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

SECTION 2.2 – TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on August 14, 1999, following the expiration of the current license, and shall terminate at midnight on August 13, 2009, unless sooner terminated as provided herein or surrendered.

SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS

Permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the Hingham Municipal Light Plant and public utility companies to affix the cables and/or wires to their pole and conduit facilities.

SECTION 2.4 - RENEWAL

In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License may be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

SECTION 2.5 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW and Hingham Municipal Light Plant regulations, and any by-laws and/or regulations enacted and/or amended by the Town provided that such bylaws/ordinances are of general applicability and not specific to the Cable Television System, the Licensee, or this Renewal License. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter, except for actions taken by the Town that triggers level playing field language in 2.6, which shall be resolved as set forth therein.

SECTION 2.6 – NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Hingham; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along said written request, the Licensee shall provide the Issuing

Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Subsection 2.6(b)(i) above.

(c) The issuance of additional license(s) shall be subject to all applicable federal and State laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and/or (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such

substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 9.10 herein.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.6(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town of Hingham. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, 47 C.F.R. § 76.923(c)3, and all other laws and regulations that may apply. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate. Licensee may charge its own costs for installations in excess of one hundred fifty feet (150 ft.) from a pole line or utility easement along a public roadway, minus its cost for the first one hundred fifty feet (150 ft.) of such installation.

(c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall continue to be fully capable of carrying at least seventy-eight (78) NTSC

video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz Cable System is designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee.

SECTION 3.3 - SUBSCRIBER NETWORK DROPS

The Licensee shall maintain the current level of Drops, Outlets and the Standard Service Package at no charge to all municipal and other public buildings. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all new municipal buildings, all fire and police stations, all public buildings, the Community Center, and all public, private and parochial, primary and secondary schools and other public facilities identified by the issuing authority. The Issuing Authority reserves the right to require additional connections and Basic Broadcast Service and without charge to be provided to other public rooms and facilities which may be located hereinafter in the Town. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - INSTITUTIONAL NETWORK ("I-NET")

Reference is made to the Amendment of Final Cable Television License regarding BFN I-Net dated March 30, 1999 ("Amendment"), a copy of which is attached hereto as **Exhibit A**. Licensee and Issuing Authority adopt the Amendment, as set forth, except that the cost of maintaining the I-Net, estimated by Licensee to be \$15,000 per year, shall under no circumstances be an externalized cost nor shall said cost be passed through in any manner to Hingham Subscribers and/or line itemed on Hingham Subscriber bills. Until the I-Net and New Studio are operational, Licensee shall

continue to provide support for the videotaping of Town Selectman's meetings, including, but not limited to, coordinating volunteers.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Television System. The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.6 - INTERCONNECTION WITH OTHER CABLE SYSTEMS

During the term of this Renewal License, the Licensee may consider interconnecting the Cable Television System with the cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

SECTION 3.7 – FREE INSTALLATION FOR THE ELDERLY

The Licensee shall throughout the term of the Final License provide the installation of cable television service at no charge to households headed by persons aged sixty five (65) years or older which request such installation.

SECTION 3.8 – LOCATION OF CABLE TELEVISION SYSTEM

Licensee shall construct, install, operate and maintain all elements of the System except the headend within the Town of Hingham. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over public ways and places. The erection and location of all poles, towers and other obstructions shall be fixed with the prior written approval and under the supervision of the Department of Highways. Provided, however, the Licensee shall not

have a vested interest in such location; and such construction shall be removed by Licensee at its sole cost and expense whenever in the judgment of the Department of Highways, the construction restricts or obstructs the operation or location or any future operation or location or public ways and places, or whenever the Selectmen or the Department of Highways close or abandon any public way or place.

SECTION 3.9 – UNDERGROUND FACILITIES

In all areas of the Town where cables, wires, and like facilities of the telephone and electric utilities are located underground, Licensee shall also place its cables, wires or other equipment underground. In the event that the Town should require wire, cables, and similar facilities of the electric and telephone utilities be placed underground at the utilities' cost in any area of the Town, in the future, the Licensee shall also place its cable, wires and other equipment underground at Licensee's cost in such area without expense or liability to the town or direct charge to the subscribers.

In areas where underground wiring is now or shall in the future be required, the Licensee shall locate its amplifiers and other electronic equipment in underground hand-holes, manholes, vaults or aboveground pedestals.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance, operation and removal of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Television System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair. Any alteration of the water mains, sewerage or drainage system or to any other municipal structures in the streets, required due to the presence of the System, shall be made at the sole cost and expense of Licensee. During the construction, installation, operation or maintenance of the System, Licensee shall at its sole cost and expense protect all existing structures belonging to the Town and

Massachusetts American Water Company. Licensee shall promptly repair or replace all Town property, and Hingham Water property, both real and personal, damages or destroyed as a result of the construction, installation, operation or maintenance of the System at its sole cost and expense. All work performed by Licensee pursuant to this Section shall be done in the manner prescribed by the Town.

(e) The signal of any television or radio station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town in writing when the deficiency has been corrected with evidence of compliance.

(g) The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense. The Licensee shall not construct, install, operate or maintain the cable television System on private property without the permission of the owner or occupant of said property. The Licensee shall, at all times obtain the prior permission of any property owner before entering onto private property.

(h) The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L.c. 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

SECTION 4.4 – STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the Town and will be available in the Town for inspection by the Issuing Authority upon request within forty-eight (48) hours. Upon written request, the Licensee shall file with the Issuing Authority strand maps of all final constructed Cable System plant in writing, or at the request of the Issuing Authority and/or its designee(s), in an electronic format.

SECTION 4.5 - BUILDING MOVES

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given thirty (30) days notice prior to moves which require the movement of wires or any other equipment by Licensee, unless an emergency situation exists that does not make thirty (30) day notice possible.

SECTION 4.6 – DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L.c. 82 § 40.

SECTION 4.7 – DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.8 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

(b) The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

(c) Neither Section 4.8(a) nor Section 4.8(b) shall limit the right of the Licensee to seek reimbursement under any applicable insurance or government program for reimbursement, provided that reimbursement does not come from the Town or its insurer.

SECTION 4.9 – STANDBY POWER

The Licensee shall maintain at least two and one half hour standby power at the hub facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - HEARINGS

(a) The Licensee shall meet with the Cable Advisory Committee, as scheduled by the Cable Advisory Committee, to review the Licensee's operations in the Town.

(b) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License or at such other time as it may designate. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; Programming; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints

from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(c) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(d) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority may issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Article 9 below.

(e) At the performance evaluation hearing(s), the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Hingham Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

(f) Notwithstanding the annual requirements of paragraph (a) above, upon request, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Hingham Subscribers including, but not limited to, new Subscriber equipment for the home.

(g) The Licensee shall file at the performance evaluation hearing with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Broadcast Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active public, educational and governmental ("PEG") access channel(s).

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) public, educational and governmental ("PEG") access channel(s) required by this Renewal License. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any channel numbering or programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532(b)(3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 – SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

SECTION 5.4 – CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Television System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via message on the community channel community bulletin board.

SECTION 5.5 – CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 – STEREO TV TRANSMISSIONS

All television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.7 – ADVISORY COMMITTEE FOR ECUMENICAL PROGRAMMING

Upon request, Licensee and Cable Advisory Committee shall meet with representatives of the Interfaith Clergy Association to discuss plans for developing the Hingham Advisory Committee for Ecumenical Programming.

SECTION 5.8 – SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee may interrupt service for the purpose of repairing, upgrading or testing the

Cable Television System, only during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected Subscribers.

ARTICLE 6

PEG ACCESS CHANNELS

SECTION 6.1 - PEG ACCESS CHANNELS

(a) The Licensee shall provide two (2) PEG access channels (1 Public/government access, 1 educational access) for non-commercial use by residents of the Town, the educational authorities, organizations serving the Town and local government officials. A third PEG access channel shall be established when the existing channels are used to cablecast first-run, locally produced non-commercial programming eighty-five percent of the weekdays (Monday-Friday) for eighty-five percent of the time during any consecutive eight hour period for eight consecutive weeks. If there is a channel available, this additional channel will be made available within sixty days. Otherwise, the Licensee shall have six months following a written request by the Issuing Authority to make the channel available.

(b) The Licensee shall not charge, externalize, line-item, or otherwise pass through to residents of the Town, educational authorities, organizations serving the Town or local or any other regional governmental entities for non-commercial use of the PEG access channels.

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding PEG access programming, priority of use of the PEG access channels, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addresses of all persons or groups requesting time on the PEG access channels for the period of time during this Renewal License that Hingham residents use the New Studio (as defined below). The Licensee shall establish reasonable rules and regulations relative to the operation and use of the New Studio. All access Users will be expected to comply with such.

(d) Signal transport of the PEG Access Channels shall be monitored for technical quality and maintained by Licensee at standards commensurate with those applied to the Cable System's commercial channels.

SECTION 6.2 – PUBLIC ACCESS STUDIO, STAFF AND EQUIPMENT

(a) Within six months from the Effective Date of the Renewal License, the Licensee shall provide a new area-wide studio facility to serve local communities, which shall be available to residents of the Town of Hingham, for the production of public access programming. This facility, currently located in Norwell on Route 53 in the Breezy Bend Office Park (the “New Studio”), shall be equipped, maintained and staffed by the Licensee. Licensee is currently planning a One Million Six Hundred Thousand Dollar (\$1.6 Million) capital investment in the New Studio. There shall be no charges to the Town of Hingham for the provision of the New Studio or services related thereto, nor shall the Licensee in any way externalize, line-item and/or otherwise pass-through said costs to Hingham subscribers. Until the New Studio is operating, the Licensee shall make available the existing studio facility in Scituate to Hingham residents.

(b) The Licensee’s staff shall conduct training programs in television production for PEG Access Programming and provide production supervision of PEG Access Users. An Internship program may be set up in conjunction with Hingham High School. For the time period that the Town chooses to participate in the New Studio said personnel shall work cooperatively with Town personnel in order to maximize PEG Access Programming. Licensee shall continue to operate and maintain the Hingham Character Generator on the Public/Government Access Channel, for the period of time that Hingham chooses to remain in the New Studio. Educational Access Channel Character Generator operation and maintenance is the responsibility of the Hingham Public Schools.

(c) The Town may choose to convert to a PEG Access Corporation in year five of the Renewal License as set forth in Section 6.3 below.

(d) The Licensee shall be responsible for operation of the facility. The hours of operation shall reflect community needs and may from time to time change to better meet the needs of the community. The facility shall initially be open Monday through Friday from 9:00 a.m. to 6:00 p.m. and evenings and weekends as scheduled.

(e) The New Studio shall contain a sufficient amount of studio space. The Licensee shall maintain remote production equipment for use by the communities and organizations served by the New Studio. The Licensee shall be responsible for maintaining and upgrading studio facilities throughout the term of the Renewal License.

(f) The Licensee shall be responsible for staffing said facility to meet the community needs. The Town recognizes that staffing may change from time to time to reflect the needs of the communities served. The Licensee shall be responsible for providing video production training.

(g) Licensee shall make available to the Town at the New Studio facility its Internet access service. Additionally, Licensee shall provide periodic training regarding the use of said Internet access service.

SECTION 6.3 – FUNDING FOR PEG ACCESS PROGRAMMING

(a) Within sixty (60) days of the Effective Date of the License, the Licensee shall provide the Town with capital funding in the amount of One Hundred Three Thousand Dollars (\$103,000) for the production of Educational and Government Access programming.

(b) The Licensee shall provide annual funding for the length of the renewal license term that the Town remains in the Regional Studio, in the amount of One Thousand Seventy-five Dollars (\$1,075) to be made payable to the Town within sixty (60) days of the Effective Date of this renewal license. This money shall be applied to the cost of video coverage by vendors for all government meetings the Town arranges to record. This funding shall not be externalized, line-itemed or otherwise passed through to Hingham subscribers.

(c) Should the Town choose to establish a PEG Access Corporation, the Issuing Authority shall notify the Licensee in writing no later than sixty (60) days prior to August 14, 2004 (“Conversion Date”). If the Town chooses to convert to an Access Corporation, within thirty (30) days of the Conversion Date, the Licensee shall provide the Town with capital funding in the amount of Fifty Thousand Dollars (\$50,000) for the production of PEG Access programming.

(d) If the Town elects to form a PEG Access Corporation, the Licensee shall provide annual funding in the amount of Sixty-three Thousand Five Hundred Dollars (\$63,500), adjusted for Inflation, within thirty (30) days of the Conversion Date.

(e) Funds provided in Section 6.3 may be spent to enhance and simplify coverage of board meetings at Town Hall and to provide the studio and editing equipment needed by the schools to produce, edit, and broadcast educational access programs, or in any way the Issuing Authority decides best serves the cable related needs of the Town. The Issuing Authority currently intends to allocate the funds as set forth in **Exhibit B**.

(f) Upon the Effective Date of the License, Licensee shall transfer title to all cablecasting and related equipment located within the Town, including without limitation the equipment currently located in Hingham High School and Town Hall.

SECTION 6.4 – COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial User in accordance with federal law.

SECTION 6.5 – EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 6.6 – INTERNET ACCESS

Upon expiration of the Social Contract on December 31, 2000, Licensee will offer Internet access free of charge to each school in Hingham until June 30, 2001. The Licensee shall determine the technical configuration and bandwidth made available to each school.

SECTION 6.7 – EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period. The Licensee shall adhere to any new Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.8 – AFFILIATE’S USE OF THE SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding Gross Revenue discrepancies on account of such a relationship.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line, which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available ("Call Center"). At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 8:00 a.m. to 5:00 p.m. weekdays).

(e) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee's

expansion of channel capacity. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to an office of the Licensee for drop-off or exchange themselves.

(f) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

(h) Unless otherwise specified herein, the Licensee shall comply with all customer service regulations of the FCC (47 C.F.R. 76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Division as they exist or as they may be amended from time to time.

(i) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls during Normal Business Hours.

(j) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Hingham Subscribers, unless required otherwise to be a local telephone number by applicable law.

(k) Licensee shall comply with all laws and regulations applicable to its Call Center.

(l) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards applicable to its Call Center above unless an historical record of complaints indicates a clear failure to comply.

(m) To establish the Licensee's compliance with this section, the Licensee shall provide, upon the written request of the Issuing Authority, a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

(n) Licensee shall maintain and operate (i) within the Town of Hingham, (ii) at 263 Washington Street, Norwell, or (iii) at the site of the New Studio, a payment center for the purpose

of receiving complaints regarding service, billing and collection disputes and for exchanges, upgrades or returns of equipment. The payment center shall be open for walk-in business Monday through Friday from eight-thirty (8:30) a.m. to five (5) p.m., and on Saturday from nine (9) a.m. to one (1) p.m., during the term of the Renewal License. Licensee shall provide all Subscribers with at least thirty (30) days prior written notice of any change in its business hours. Licensee shall have the right to change business hours as deemed necessary by community needs. The payment center shall maintain a staff adequate to handle customer service issues in a timely and efficient manner. Such office may be moved to no other location other than those listed in this subparagraph without the prior written consent of the Issuing Authority.

(o) The Licensee, in order to insure effective communication with customers who are hearing or speech impaired, will continue to interact with government funded TTY service, such as AT&T relay service. For customers who are vision impaired Licensee will provide enlarged duplication of company communications at the local customer service office, upon request.

(p) Licensee shall comply with Federal Regulations regarding accessibility for disabled Town residents as provided in the Americans with Disabilities Act of 1990. Licensee shall take all steps as may be necessary to ensure no individual with a disability is excluded, denied service, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the Licensee can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage or accommodation being offered or would result in an undue burden.

SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

(e) The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

(f) The Licensee shall establish a contact for handling accessibility-related complaints.

SECTION 7.3 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part of, as

the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act as amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Television System Subscribers, the Licensee shall provide Subscribers with a written document which clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(g) The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

(h) Neither the Licensee nor its designee nor the Town nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User, provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes.

(i) No poll or other upstream response of a Subscriber or User shall be conducted or obtained, unless 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(j) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(k) Upon a request by a Subscriber the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery. A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's Call Center. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

(l) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) does not produce such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as **Exhibit C**. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority understands that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG access and other Renewal License requirements, may be passed through to the Subscribers in accordance with federal law, subject to the Franchise-Related Cost Settlement.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(e) The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

(f) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(g) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge.

SECTION 8.2 - SENIOR CITIZEN DISCOUNT

(a) Licensee shall provide a ten (10%) discount on the basic broadcast tier rate to all heads of households, age 65 or older who are also eligible for Medicaid benefits at their permanent residence. Licensee reserves the right to pass through, externalize or line item any part of the senior discount, in accordance with applicable law(s). In order to qualify for a discount, senior citizens must produce evidence of such eligibility to the Licensee.

(b) In the event that the Licensee adopts a statewide senior citizen discount program that is more favorable than the above, the Licensee shall implement such a discount program in Hingham.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as reasonable attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the reasonable costs of such outside counsel for such services.

SECTION 9.2 - INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, 5(f) with the Town named as an additional insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess

liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

(e) None of the provisions of Section 9 or any insurance policy required herein, or any damages recovered by the Town hereunder, shall be construed to excuse the faithful performance by or limit the liability of Licensee under this Final License for damages either to the limits of such policies or otherwise.

SECTION 9.3 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Twenty Five Thousand Dollars (\$25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission,

board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the Twenty Five Thousand Dollars (\$25,000.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

SECTION 9.4 – NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies, the performance bond required herein shall each contain an explicit endorsement stating that such performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

SECTION 9.5 - LICENSE FEES

(a) During the term of the Renewal License the annual license fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A§9, this

fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a license fee that shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for PEG programming under Article 6 herein.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.6 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

SECTION 9.7 – LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 9.5 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 9.5 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 9.8 – RECOMPUTATION

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 9.5 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

SECTION 9.9 - REPORTS

(a) The Licensee shall file annually with the Commission on forms prescribed by the Commission, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Commission, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Commission.

(b) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues pertaining to the Hingham Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(c) The Licensee shall also provide a separate report including the following:

- (i) All Gross Annual Revenues, as defined in Section 1.1 herein.
- (ii) Any other reports required by State and/or federal law.

(d) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Commission, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(e) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR 76.305 in the manner prescribed therein.

SECTION 9.10 – ADDITIONAL INFORMATION

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may

be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

(c) The Renewal License is premised upon no externalized, line-itemed and/or passed through costs. In the event that Licensee claims that any future cost should be externalized, line-itemed and/or passed through, the Licensee shall itemize and verify any such externalized, line-itemed and/or passed-through PEG Access annual funding costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been externalized, line-itemed and/or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

SECTION 9.11 – EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.12 - REVOCATION OF LICENSE

The License issued hereunder may, after due notice and hearing, be revoked by the Issuing Authority or the Commission for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of M.G.L.c. 166A;

- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Commission, of commitments of the license as set forth in Section 5(j) of M.G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Commission;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License;
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License; and
- (h) To the extent and for the reasons permitted by applicable law.

SECTION 9.13 – DETERMINATION OF BREACH

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance.

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to subsection (a) above and/or (2) the Licensee's efforts to cure pursuant to subsection (b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 9.19 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;
- (v) declare the Renewal License to be revoked subject to Section 9.12 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

(e) Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

SECTION 9.14 – RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.15 - TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Commission. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

(a) Any transfer of the Cable System without complying with this Section above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

SECTION 9.16 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.17 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.18 – COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any

level or tier of Cable Service , the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

SECTION 9.19 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.13 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.13(d) above.

(i) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 6 herein, two hundred dollars (\$200.00) per day, for each day that any such non-compliance continues.

(ii) For failure to comply with the FCC's Customer Service Obligations or Article 7 above, one hundred fifty dollars (\$150.00) per day that any such non-compliance continues.

(iii) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 3.3 herein, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(iv) For failure to submit reports, pursuant to Article 9 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 9.20 - TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.12 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 9.21 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 9.22 - INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

SECTION 9.23 – ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 10.2 – FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornado's; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Hingham, 7 East Street, Hingham, MA 02043 with a copy by first class mail, postage prepaid to the Chairman of the Cable Advisory Committee, currently William J. Hanlon, 7 Myers Farm Road, Hingham, MA 02043 or such other address or addresses as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn:

Director of Government & Legal Affairs, MediaOne, 440 Myles Standish Blvd., Taunton, MA 02780
with a copy by first class mail, postage prepaid to Attn: Corporate Counsel, MediaOne, 6 Campanelli
Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the
Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and
shall be deemed to have been given at the time of receipt.

SECTION 10.4 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior
agreements or proposals except as specifically incorporated herein, and cannot be changed without
written amendment.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this renewal License are intended solely to facilitate
reading and reference to the Sections and provisions of the renewal license. Such sections shall not
affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this
Renewal License:

- (a) The Licensee is the duly organized, validly existing and in good standing under the laws
of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws
and articles of incorporation and/or other organizational documents, is authorized by resolutions of its
Board of Directors or other governing body, and has secured all consents which are required to be
obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee
to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to
this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 – APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

SECTION 10.8 – GRANDFATHER RIGHTS

Nothing contained in this Final License shall be construed to deprive Licensee or the Town of any "grandfather" rights in any future amendments to any statute or regulation.

SECTION 10.9 – NON-DISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 10.10 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

SECTION 10.11 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 10.12 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

SECTION 10.13 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of

cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

SECTION 10.14 – TOWN’S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 10.15 – RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF AUGUST, 1999.

TOWN OF HINGHAM, MA

By:

Selectman

Selectman

Selectman

MEDIAONE OF MASSACHUSETTS, INC.

Accepted by:

Kevin M. Casey
Senior Vice President
Northeast Region

EXHIBIT A

**AMENDMENT OF FINAL CABLE TELEVISION LICENSE REGARDING
BFN I-NET DATED MARCH 30, 1999.**

Please see the following pages.

EXHIBIT B

PEG ACCESS ALLOCATION

1.	Two Camera Video, Audio, and Tilting Equipment for Selectman's Meeting Room	\$15,000
2.	Broadcast and bulletin board equipment needed to utilize the Educational Access Channel	\$10,000
3.	High School Studio Equipment	\$65,000
4.	Institutional Network - Additional Equipment for connecting public buildings to Hub; connections for establishing physically separate network	\$ 8,000
5.	Contingencies	<u>\$ 5,000</u>
TOTAL		<u>\$103,000</u>

EXHIBIT C

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

Please see the following pages.